

RECEIVED
DEPARTMENT OF JUSTICE

DEC 20 10 48 AM 1965

REGISTRATION No. 1661

REGISTRATION SECTION

VICTORIA PROMOTION COMMITTEE / 129 SWANSTON STREET, MELBOURNE, AUSTRALIA

CHAIRMAN:

DR. HERMANN NATHAN K.B.E.

1st. July 1965

MEMBERS:

HAROLD AUSTIN O.B.E.

D. FLETCHER JONES O.B.E.

C. T. LOCKER

SIR HENRY LUXE O.M.G.

J. C. MACGREGOR C.V.O., O.B.E.

ALAN M. MORAY

DR. G. A. OSBORNE

CLYDE S. SHAUL

R. W. TURNER

DIRECTOR: D. J. ANDERSON

Messrs. Sydney Morrell & Company Inc.,
32 East 57th. Street (8th. Floor)
NEW YORK, N.Y.10022, U.S.A.

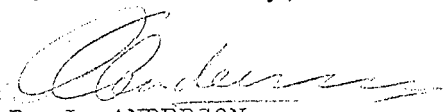
Gentlemen,

I refer to the Agreement dated 1st. July 1963 between the Victoria Promotion Committee and your Company for the provision of Public Relations Consultant Services on behalf of this Committee in respect of the year ended July 1st. 1964. I further refer to my Committee's letter dated July 1st. 1964 advising you of the Committee's wish to extend this arrangement for a further period of twelve months ending June 30th. 1965.

I have been directed by my Committee to inform you of its desire to appoint Sydney Morrell & Company Inc. as its Public Relations Consultants in the United States of America for a further period of one year ending on June 30th. 1966. This appointment is made on the same terms and conditions as those specified in the abovementioned formal Agreement dated July 1st. 1963 which provided for payment by the Victoria Promotion Committee to your Company during the period of the engagement a fee at the rate of Two Thousand Nine Hundred and Sixteen Dollars and Sixtysix Cents per month, and, in addition, on production to the Committee of supporting vouchers payment of out-of-pocket expenses of the nature as described in Clause Four of the Agreement.

I would be grateful if you would regard this letter as formal notification in the foregoing connection.

Yours faithfully,


D. J. ANDERSON
Director.

REGISTRATION No. 1661

VICTORIA PROMOTION COMMITTEE / 129 SWANSTON STREET, MELBOURNE, AUSTRALIA

CHAIRMAN:

CH. SIR MAURICE NATHAN K.B.E.

MEMBERS:

HAROLD AUSTIN O.B.E.

D. FLETCHER JONES O.B.E.

G. T. LOOPER

SIR KENNETH LUND O.M.G.

J. C. MACGIBSON C.V.O., O.B.E.

ALEX B. MCKAY

H. G. A. OSGERNE

OLIVER C. SHAUL

R. W. TURNER

DIRECTOR: D. J. ANDERSON

10th. December 1965.

Messrs. Sydney Morrell & Company Inc.,
32 East 57th. Street (8th. Floor),
NEW YORK, N.Y. 10022, U.S.A.

Gentlemen,

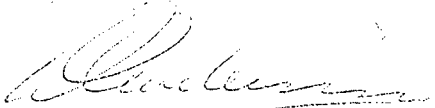
I refer to the Agreement dated July 1st. 1963 between the Victoria Promotion Committee and your Company for the provision of Public Relations Consultant Services on behalf of this Committee in respect of the year June 30th. 1964 and to subsequent formal correspondence extending this arrangement to the period ending 30th. June 1966.

In regard to Clause Four of the aforementioned Agreement, I am directed by my Committee to propose that the first five lines of the said Clause be amended to read :-

"The Trustees from and after the first day of October One thousand nine hundred and sixty five will pay the Company for its services during the period of the engagement a fee at the rate of Three thousand three hundred and thirty three dollars and thirty three cents per month, and in addition, on production"

Acknowledgment in due course of your approval to the abovementioned is required for appendage to the original jointly signed Document of Agreement.

Yours faithfully,



D.J. ANDERSON.
Director.

VICTORIA PROMOTION COMMITTEE / 129 SWANSTON STREET, MELBOURNE, AUSTRALIA

CHAIRMAN:

DR. SIR MAURICE NATHAN K.B.E.

MEMBERS:

HAROLD AUSTIN O.B.E.

D. FLETCHER JONES O.B.E.

C. T. LOCKER

SIR KENNETH LUKE C.M.G.

J. C. MACGIBSON C.V.O., O.B.E.

ALEX B. MCKAY

H. G. A. OSBORNE

OLIVER C. SHAUL

K. W. TURNER

DIRECTOR: D. J. ANDERSON

July 1, 1964

1661

Messrs. Sydney Morrell & Company Inc.,
152 East 78th Street,
New York 21, N.Y.
U. S. A.

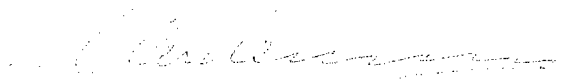
Gentlemen,

I refer to the Agreement dated July 1, 1963 between the Victoria Promotion Committee and your Company for the provision of Public Relations Consultant Services on behalf of this Committee in respect of the year ended June 30, 1964.

I have been directed by my Committee to inform you of its desire to appoint Sydney Morrell & Company Inc. as its Public Relations Consultants in the United States of America and the Dominion of Canada for a further period of one year ending on June 30, 1965. This appointment is made on the same terms and conditions as those specified in the abovementioned formal Agreement dated July 1, 1963 which provided for payment by the Victoria Promotion Committee to your Company during the period of the engagement a fee at the rate of Two Thousand Nine Hundred and Sixteen Dollars and Sixtysix Cents per month and, in addition, on production to the Committee of supporting vouchers payment of out-of-pocket expenses of a nature as described in Clause Four of the Agreement.

I would be grateful if you would regard this letter as formal notification in the foregoing connection.

Yours faithfully,


D.J. Anderson
Director

THIS AGREEMENT is made as at the First day of July One thousand nine hundred and sixty-three

R E T V E N HAROLD JOSEPH AUSTIN of 233 Collins Street, Melbourne in the State of Victoria, Commonwealth of Australia, Newspaper Executive, JOHN CLARENCE of 473 Bourke Street, Melbourne aforesaid, Advertising Consultant, JAMES CHARLTON MACGIBBON of State Public Offices, Treasury Place, Melbourne aforesaid, Public Servant, WILLIAM JOHN KILPATRICK of 330 William Street, Melbourne aforesaid, Managing Director, ALDO BENSON MCKAY of Wimbledon, London, England, Newspaper Executive, and MAURICE ARNOLD NATHAN of 152 Bourke Street, Melbourne aforesaid, Managing Director (hereinafter called "the Trustees" which expression shall where the context admits or requires be deemed to include the survivors or survivor of them and other trustees or trustee for the time being of a fund called "the Victorian Promotion Trust Fund" established for the purpose of promoting the State of Victoria in overseas countries (particularly the United States of America, the Dominion of Canada and the United Kingdom) with a view to attracting investment capital, tourist trade and other benefits to the said State and more particularly referred to in a Declaration of Trust made by the Trustees on the twenty-second day of March One thousand nine hundred and fifty-six)

of the one part

A N D STRAY CORNELL & COMPANY INC. a body corporate established pursuant to the laws of the State of Delaware in the United States of America and having its principal place of business at 152 East 73th Street, New York 21, New York (hereinafter called "the Company") as Public Relations Consultants

of the other part.

WITNESSETH that the said AGREEMENT --

1. THE Company shall be and is hereby appointed public

relations commitments in the United States of America and the Dominion of Canada for the Victorian Promotion Trust Fund which the Company has agreed to do.

2. This engagement shall terminate on the thirtieth day of June One thousand nine hundred and sixty-four but either party may at any time give notice to the other terminating the engagement as from a date ninety days after service of the notice.

3. In addition to all other duties to be carried out by the Company under this engagement the Company shall be responsible for and shall arrange at the cities of San Francisco and Los Angeles and at such other places as may be mutually agreed upon between the parties hereto for the reception of such visitors as are from time to time nominated by the Trustees and for the extension to such visitors of all proper courtesies and assistance at such cities and other places and for a reasonable distance therefrom PROVIDED THAT nothing herein shall require the Company itself to establish any place of business or any special facilities in such cities or other places.

4. The Trustees, from and after the first day of July One thousand nine hundred and sixty-three will pay the Company for its services during the period of the engagement a fee at the rate of Two thousand nine hundred and sixteen dollars and sixty-six cents per month and in addition on production to them of supporting vouchers will within Thirty days of the receipt of such vouchers pay the Company out-of-pocket expenses necessarily incurred in performing such services. Such out of pocket expenses shall include -

- (a) Stationery and other supplies and mimeographing at cost to the Company, cables, telephone charges and postage approved by the Trustees from time to time.
- (b) Travelling, hotel and entertainment expenses to be approved by the Trustees from time to time.
- (c) Any expenditure in relation to projects recommend-

all is and approved by the Trustees including
any expenditure incurred under Clause 3 hereof.
(d) and other disbursements by the Company approved
in writing by the Trustees.

5. Dividends payable to the Company under Clause 4 and re-
imbursements due to the Company shall be remitted by the
Trustees each month to the Company at its address set out
herein.

6. The Company will furnish to the Trustees monthly pro-
gress reports and in addition will submit to the Trustees
a detailed proposal with an estimate at cost of every
project for their approval before incurring any expendi-
tures upon such project.

7. Notwithstanding anything hereinbefore contained this
agreement is conditional on the Company retaining during
the term of its engagement the services of Mr. Sydney
Merrill of 192 East 75th Street, New York 21, New York,
in connection with the business of the Victorian Promotion
Trust Ltd. In the event of the said Sydney Merrill
leaving the service of the Company for any reason whatso-
ever or failing for a continuous period of one month to
personally supervise the business of the Company in respect
hereof this agreement and engagement shall, at the sole
option of the Trustees, which option shall be exercisable
by the Trustees by notice sent to the Company at any time
after the happening of such event, forthwith cease and
determine.

8. Any notice, or other proceeding pursuant to or arising
out of this agreement, to be served on or sent to either
party by the other may be given by cable or airmail letter
and shall be deemed to be duly served or received as the
case may be on the day after dispatch if given by cable or on
the seventh day after dispatch if given by airmail letter.
Any such notice or other proceeding to be given by the
Trustees to the Company shall be deemed to be properly
given if signed by the Director for the time being of the

Victorian Liquidation Committee on behalf of the Trustees
and sent or forwarded to the Company at its address set
out herein and any such notice or other proceeding to be
given by the Company to the Trustees shall be deemed to be
properly given if sent as aforesaid to the Director of
the Victorian Liquidation Committee at 129 Swanston Street,
Melbourne, Australia.

9. THIS agreement shall be construed in accordance with
the law of the State of Victoria, Commonwealth of Australia
and the Company hereby agrees to submit to the jurisdiction
of the courts of the said State.

IN WITNESS whereof the parties hereto have set their hands
the day and year first hereinbefore written.

SIGNED by the said HAROLD
as one of the parties in the
presence of:-

[Signature]

SIGNED by the said JOHN
as one of the parties in the presence
of:-

[Signature]

SIGNED by the said JAMES
as one of the parties in the
presence of:-

[Signature]

SIGNED by the said THOMAS
as one of the parties in the
presence of:-

[Signature]

SIGNED by the said ALFRED
as one of the parties in the presence
of:-

[Signature]

SIGNED by the said ALFRED
as one of the parties in the presence
of:-

[Signature]

...Sydney M. Mandell...